
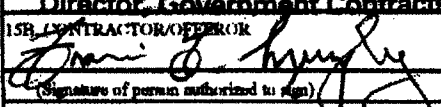


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|---|--|--|--|---|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 6 | |
| 2. AMENDMENT/MODIFICATION NO. P00005 | | 3. EFFECTIVE DATE SEE BLOCK 16C | | 4. RBQ/PURCH REQ.# N/A | | 5. PROJECT NO. (IF APPLICABLE) N/A | |
| 6. ISSUED BY NAVAL INVENTORY CONTROL POINT MECHANICSBURG 5450 CARLISLE PIKE P.O. BOX 2020 MECHANICSBURG, PA 17055-0788 | | CODE N00104 | | 7. ADMINISTERED BY Wayne Gleixner (717) 605-2639 DSN: 430-2639 FAX: xxx-4600 E-MAIL: wayne.gleixner@navy.mil | | CODE N00104 | |
| 8. NAME AND ADDRESS OF CONTRACTOR GARTNER INC. ATTN: CONTRACT ADMINISTRATION 56 TOP GALLANT ROAD STAMFORD, CT 06904 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATE (SEE ITEM 11) | | | |
| | | | | 10a. MODIFICATION OF CONTRACT/ORDER GS-35F-5014H N00104-03-A-ZE77 | | | |
| | | | | 10b. DATED (SEE ITEM 13) 27 NOV 2002 | | | |
| CODE DEFUS | | FACILITY CODE | | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (if required) AA: NO CHANGE | | 13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACT/ORDERS AS SPECIFIED ITEM 14. | | | | | |
| | | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A. | | THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE | | | |
| | | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | |
| X | | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: In accordance with the T&Cs of the BPA and Gartner's Proposal of June 02, 2005. | | | | | |
| | | D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor | | is not | | X is required to sign this document and return 1 copy. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.) SEE PAGES 2 THROUGH 6, SUPPLIES AND SERVICES. This modification is issued under the terms and conditions of the Gartner, Inc. GSA Schedule GS-35F-5014H and the Blanket Purchasing Agreement N00104-03A-ZE77. The revised monthly sales report is attached and is forwarded only to the Contractor and SPM. Distribution: (2) File (1) Contractor Bldg 8 Above (1) DFAS Columbus (2) Gartner Inc., Attn: Tracey Haber / Terry Bachman/ (1) NAVICP 0252 (1) peggy.herce@navy.mil (1) elizabeth.vonasek@navy.mil (1) Susan.Kirkland@counter.af.mil (1) ITServicesBPA@counter.af.mil (1) Adella.Wardle@us.army.mil (1) Karen.Walker@mail1.monmouth.army.mil (1) Diana.Grim@us.army.mil (1) Susan.Lizzi@dia.mil | | | | | | | |
| Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SKINNER Francis T. Murphy Director, Government Contracts | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER  | | | |
| 15B. CONTRACTOR/OFFEROR  | | 15C. DATE SIGNED 8/22/05 | | 16B. UNITED STATES OF AMERICA BY W.P. GLEIXNER | | 16C. DATE SIGNED 8/22/05 | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |
| NSN 7540-01-152-0070 | | 30-105 | | STANDARD FORM 30 (REV. 10-83) | | | |
| PREVIOUS EDITION UNUSABLE | | (SPOC: OVPT) (REV 10-84) (LOCAL) | | Processed by GSA | | | |
| | | | | FAR (48 CFR) 53-243 | | | |

1. This modification is issued to change the fee sharing activities, revise appropriate administrative data and to replace the Executive Club Program (EXP) Membership (BLIN 0003) with the new, GSA Executive (EXP) Chief Information Officer (CIO) Signature Membership (BLIN 0008).
2. **Effective June 1, 2005, DLA is added and DISA is deleted from the Fee Sharing Program.**
Modification P00005, Item 3, incorporating the fee sharing program and other administrative revisions is updated to read as follows:

Paragraph 1.02 (a) Current Participating members of the ESI fee-sharing Program.

The Army, Air Force, DLA and the Navy are now participating in the ESI Fee Sharing Program under Paragraph 1.02 (b).

Paragraph 1.02 (b) Fee Distribution.

The Army, Air Force, DLA and the Navy are now participating in the ESI Fee Sharing Program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, Navy or DoD as appropriate. Do not issue fee checks until written approval is received for the Report of Sales.

Paragraph 1.02 (c) Sales and Distribution.

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Army, Air Force or DLA order placed against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the component's acquisition organization that placed the order (see each component's sales information herein). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Financial Management Office (FMO) shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA N00104-03-A-ZE77 (GARTNER, INC.) Delivery Order: ACT Fee

NAVY:

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Code 846.2, Bldg V53
9456 Fourth Avenue
Norfolk, VA 23511-2130
Email a copy of the FMO check to the SPM:

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Code 846.2, Bldg V53
P. O. Box 1376
Norfolk, VA 23501-1376

peggy.harpe@navy.mil

ARMY:

The amount of ACT Fee due the Program Executive Office (PEO), Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-03-A-ZE77 (GARTNER, INC.) Delivery Order:
SCP Fee Reimbursement

*** Checks must be accompanied by a transmittal letter to ensure proper crediting of the payment.

Send check and transmittal letter to:
Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Project Manager (APM), Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

AIR FORCE:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% for all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-03-A-ZE77 (GARTNER, INC.) Delivery Order:
ESI-SW Fee Sharing

*** Checks must be accompanied by a transmittal letter that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Mail a copy of the check and letter to:
HQ OSSG/KAU
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Or send via fax or email to:
FAX: 334-416-1351
Email: Karen.Molly@gunter.af.mil

DEFENSE LOGISTICS AGENCY (DLA):

The amount of ACT Fee due DLA shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information. No transmittal letter is required with submission of DLA fee checks.

**BPA N00104-03-A-ZE77 (GARTNER, INC.) Delivery Order:
Quarterly ACT Fee**

Send check to:
Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:
Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or send via email to:
Email: Susan.Lizzi@dla.mil

3. The BLIN 0003 is hereby deleted in its entirety and replaced by BLIN 0008 as follows:

Add to Executive Programs offered under the BPA:

EXP CIO Signature Membership:

EXP CIO Signature is a dedicated service that provides research, advice, relationship management and networking opportunities for qualified chief information officers (CIOs) whose focus is on how information technology impacts business issues. Gartner Core Research provides clients with knowledge and advice needed to capitalize on IT technologies and markets.

DELIVERABLES:

Gartner EXP CIO Signature includes a range of deliverables such as:

1.) Relationship Manager — a dedicated Gartner associate, typically someone with senior level IT and business experience who ensures that the CIO and Designated Deputy receives the research and support that is needed.

2.) Focused CIO Research — research reports and other materials written expressly for CIO Signature members.

Gartner EXP CIO Signature deliverables (continued):

3.) Gartner EXP CIO Signature Inquiry — this service provides the EXP CIO Signature member access to Standard Analyst Inquiry as required for their individual business purposes, which can be facilitated through a Gartner EXP Relationship Team.

4.) Proven Practice Exchanges — one-quarter to one-day working sessions leveraging member cases and Gartner research, facilitated by Gartner on member chosen topics.

5.) One-to-One Networking — Gartner will connect members with each other through a Member Directory. Also, Gartner will initiate personal introductions (and help form small groups) between CIOs with similar issues and experiences.

6.) On-Site Briefings — client requested sessions with a Gartner associate held at the client's site, which focus on business, technology or strategic issues. A member is entitled to one on-site briefing per contract year.

7.) Research Access — Gartner's research and advice about information technology, vertical markets and industry segments which currently includes:

Executive Summaries — are top-level analysis and recommendations from Gartner.

Research Notes — focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, strategic planning assumptions, emerging technologies, standards and regulatory issues.

Special Reports — covers underlying research themes that span across technology or industry-specific research, or provide in-depth strategic analysis of trends, industry developments, vendors, products and services.

Spotlights — reflect current client issues, consider the issues from several different perspectives and combine research from the research deliverables.

Perspectives/Research Briefs — provides analysis and commentary on important user and technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the market segments tracked by Gartner.

News Analyses — provide Gartner's analysis on significant industry events or technological advances which impact business strategy or business models.

Q & A's — provide the answers to questions Gartner hears from its clients most frequently.

8.) Gartner Symposia — allows member to attend one Autumn and one Spring Symposium/ITxpo® in the location chosen by the client. The ticket is nontransferable and only available to the member.

9.) Designated Access — a member may appoint a designated deputy who has access to items 1), 3) and 6) listed above. Printed material such as 2) Focused CIO Reports are also delivered to the designated deputy.

Examples of qualified Designated Deputies include special assistant to the CIO, Operations Executive, Chief Strategist, and on occasion the Chief Technologist.

A member can appoint a direct report as a designated deputy pending Gartner approval. A Designated Deputy may only be changed in the following instances: (1) a designated deputy leaves the Member's employ, or (2) a designated deputy's job function has substantially changed, so that the designated deputy's access to the Services is no longer deemed necessary by the Member. If the Member wishes to substitute a designated deputy for any other reason, the Member must obtain Gartner's prior written approval to do so, which approval, if requested on an occasional and limited basis, will not be unreasonably withheld.

Services are to be used for each member's individual business purposes for the benefit of Client. Gartner periodically changes Service names and deliverables to reflect client needs and market relevancy.

EXP CIO SIGNATURE PRICING -- ANNUAL

| BLIN | Description | Unit Price |
|---------------|---|--------------------|
| 0008 | EXP CIO SIGNATURE MEMBERSHIP | |
| 0008AA | EXP CIO SIGNATURE MEMBERSHIP STANDARD PRICE | \$62,239.00 |
| 0008AB | EXP CIO SIGNATURE MEMBERSHIP: UPGRADE EXP CLUB YEAR ONE CONVERSION PRICE | \$53,692.00 |
| 0008AC | EXP CIO SIGNATURE MEMBERSHIP: UPGRADE EXP CLUB YEAR TWO RENEWAL PRICE | \$57,966.00 |
| 0008AD | EXP CIO SIGNATURE MEMBERSHIP: UPGRADE EXP CLUB YEAR THREE RENEWAL PRICE | \$62,239.00 |

Note:

1.) SIGNATURE memberships "count" toward determining EXP Premier multi-member discount level(s).

2.) All EXP memberships commence on the first day of a calendar month.

3.) All EXP memberships are considered subscriptions and are payable upon receipt of invoice. If there is a change in personnel, the ordering activity will notify Gartner, Inc and a replacement shall be named for the unused portion of the subscription. If there is an adverse action where the particular Government subscription is no longer required, Gartner shall prorate the amount paid for the subscription for the unused portion on a monthly basis and refund that amount to the Government.